



McALLISTER
ESTATE AGENTS



GENERAL INFORMATION
FOR TENANTS

Introduction

This information is issued to you in anticipation of you making an application to rent a property from us. It is intended to inform you of certain important information and matters you need to be aware of as your application is processed and you proceed towards completion of the application and moving into the property. Please retain a copy of this document for future reference during your tenancy with us.

BEFORE THE START OF THE TENANCY - THE APPLICATION PROCESS

1. RESERVING A PROPERTY

To reserve a property you have viewed, a holding deposit must be paid when you submit your application

2. REFERENCING

All persons over the age of 18 and residing at the property as their main residence may need to pay a tenant fee and undergo the credit reference procedure to be named on the tenancy agreement. Our referencing is carried out by an independent professional referencing company and includes all the personal and credit checks you would expect to be undertaken to verify your ability to act as a responsible tenant capable of meeting your commitments as set out in the tenancy agreement. You also have the option of supplying us with a current and valid credit report from a reputable provider such as Experian or Equifax.

Introduction cont.

3. CANCELLATION OF APPLICATIONS

If you withdraw your application at any time or if for any reason you do not satisfy the referencing requirements referred to above, then your application fee will not be returned.

4. GUARANTORS

In some cases a guarantor must be provided at the start of the tenancy and the same guarantor or a replacement guarantor must guarantee the tenancy for as long as it continues. The guarantor will be referenced.

Should your application be declined because the guarantor does not satisfy the referencing requirements then once again your application fee will not be returned.

5. DEPOSIT

Before you move into a property you will need to pay a security deposit against the property. This is usually equivalent to one months rent.

Where it has been expressly agreed with the landlord that a pet can be kept at the property, an extra deposit may be taken. Please note the amount of your deposit may need to be increased should your landlord agree that you may keep an animal at the property at any time after the tenancy has commenced.

6. PROTECTION OF TENANCY DEPOSIT

If the tenancy is to be an Assured Shorthold Tenancy, then the deposit will be registered in accordance with the Tenancy Deposit Protection regulations which came into effect on 1st April 2013. You will be served a document called Prescribed Information within 14 days of the commencement of the tenancy, which will outline which government approved scheme the deposit is to be registered with.

Starting the Tenancy

1. MOVING IN

Appointments to move into the property can only take place during office hours. On the day of moving into your property you will need to bring further monies to cover any other fees such as for pets and the security deposit if not already paid in full and rent. Our office will confirm to you verbally and in writing the exact amount payable. Please note these monies must be paid with cleared funds, i.e. cash or bank transfer. There is a surcharge for payments made by credit cards.

Please note that in order to avoid embarrassment and additional costs, under no circumstances will tenants be checked into a property until all necessary fees and payments have been paid in full with cleared funds and all tenants have signed the necessary legal documentation before the legal commencement of the tenancy i.e. taking up authorised occupancy.

2. CHECKING INTO THE PROPERTY

The check in will either take place at the property or at our offices in which the tenants have seven days to check through the inventory and raise any concerns or issues about the document. Tenants are also advised that although BT points, TV aerial or cable points may have been fitted in the property, the landlord cannot guarantee that they will be “live” and it is the tenants responsibility to make these active if necessary. All associated costs will be borne by the tenants.

One full set of keys and one entry key for each named tenant will be handed over to the lead tenant at check in. Should additional copies be required, these can be cut at the tenant's expense.

During the Tenancy

1. THE TENANCY AGREEMENT

The majority of agreements drawn up by McAllister Estate Agents are fixed term Assured Shorthold Tenancy agreements.

2. PAYMENT OF RENT

Rental payments are strictly paid on the same date as the commencement of the tenancy, every month by standing order from a nominated tenants account into our client account. You will be provided with standing order details prior to check in to enable payment of future rents.

3. UTILITIES

Unless otherwise agreed and confirmed by McAllister Estate Agents in writing before the tenancy commences, tenants are liable for all payments in respect of gas, electricity, water, cable services and any other utilities and supplies to the property including all telephone charges.

4. INSURANCE

At McAllister Estate Agents we strongly recommend that you have adequate contents cover in place. Contents are typically everything that you will be taking to the new property and include but is not limited to: furniture, clothing, television & audio equipment, mobile phones, tablets and laptops and jewellery.

Contents insurance provides cover for your personal property in your home (and away from your home if requested), and typically covers damage which occurs due to fire, lightning, explosion or earthquake, theft (or attempted theft), riots or vandalism, storms or flooding, subsidence, falling trees, moving objects (such as a cars hitting your home) and escaping or leaking water or oil.

During the Tenancy cont.

Contents insurance also provides cover for:

- Your Legal Liability as occupier of the house, e.g. if a visitor has an accident and injures themselves.
- Tenants Liability Cover for loss or damage to the home and landlords fixtures and fittings as per the policy terms and conditions. Please note that the landlord covers the building and his own contents against normal perils such as fire, flood, theft etc, but not yours. If there is no valid policy in place you must accept full responsibility for any damage to the landlords goods at the property and for any future public liability claim made against you. Once you have passed the referencing stage, we can recommend you to our insurance partner who will make contact to help advise you on the most appropriate policy to suit your individual requirements.

5. WHO MAY OCCUPY THE PROPERTY

If you want any person to live at the property other than members of your immediate family and of course those named as tenants on the tenancy agreement, then you must contact us to discuss this and we will require the landlords written consent.

In addition, you may not transfer your tenancy to another person. If one of the named tenants wishes to leave, regardless of whether or not they are to be replaced, please contact us immediately so the necessary arrangements can be made. If a new tenant is to move into the property, then they must undergo a full credit check by completing the referencing forms and paying the appropriate tenant fee. A new agreement may need to be signed before a new tenant can move into the property.

At the End of the Tenancy

1. WHEN CAN YOU END THE TENANCY?

Your tenancy agreement is a legally binding contract; it is for a fixed duration and you cannot give notice to vacate before the expiry date.

If for any reason you vacate the property before the fixed term end date, whether with or without your landlords consent, you may legally remain liable for the rental payments to the end of the fixed term. In addition you will be responsible for the landlords re-letting fees as applicable at this time.

2. GIVING NOTICE

Once you are approaching the end of your tenancy period you will need to decide whether to extend your stay or move out.

If you do want to renew the tenancy, we will liaise with you directly and send you all the necessary paperwork to complete. If your circumstances have changed, some new checks may be needed but this will be advised at the time.

Please remember the landlord at this stage will be within his/her right to serve notice on your tenancy if they need the property back or there have been any persistent issues.

At any time during the last 6 weeks of the tenancy term if you are going to leave at the end of that term, or during any notice given by you, we will require access to accompany prospective tenants to view the property and will give you at least 24 hours notice of our need to do so.

Your co-operation in allowing access at such times is greatly appreciated.

Moving Out

1. CHECK OUT APPOINTMENT

If we manage the property on behalf of the landlord, at the end of the fixed term, should you choose not to renew your tenancy agreement, we will write to you to confirm the final day at the property.

We will arrange for one of our agents to meet you at the property to carry out the check-out inspection, verify the condition of the property, collect the keys and read the meters. This will include detailed guidelines to assist you.

If the landlord manages the property, you'll need to liaise with them directly in order to arrange a time and date to meet you at the property, complete a check out and hand the keys back.

You must be ready to leave the property and all of your personal belongings and your furniture must be removed. If your property has been professionally cleaned prior to your moving in we may charge you for a professional clean when you vacate.

You will be required to return all sets of keys at this meeting; you will be charged rent on a daily basis until all keys are surrendered and the landlord has got full possession of the property.

2. DEPOSIT RETURN

If your tenancy was an Assured Shorthold Tenancy and if the deposit is registered with a Tenancy Deposit Protection (TDP) scheme, then we will need to agree any deductions with you and then both you and the landlord are required to confirm your mutual agreement to any such deductions.

Moving Out cont.

The deposit can then be paid out accordingly.

You will receive much more information about this at check in but please note if a dispute arises between landlord and tenant then the amount of the deposit in dispute cannot be released until the matter is resolved or else the dispute is referred to the TDP scheme administrator to adjudicate and reach a decision on the apportionment of the deposit.

In everyone's best interests we would therefore urge your prompt and continued cooperation at the end of the tenancy in order to agree any such deductions.



Information to Applicant

*PLEASE READ CAREFULLY BEFORE
SUBMITTING YOUR APPLICATION*

COMPLETING YOUR APPLICATION FORM

It is essential that all sections of the application form be fully completed in order for us to process your application quickly.

On the application form we may ask for details of someone to contact to verify the details of your employment. Please be aware that we will contact this person and verify that the information you have supplied is factually correct. We would ask you to inform the named contact that we will be contacting them and they have your permission to release the information to us.

If you are self employed you will need to provide details of your accountant on the application form. If you do not use an accountant then we will require proof of your self-employed income and will contact you for further information. We would ask that you inform your accountant ahead of your application that we will be contacting them for this information and give permission for its release.

If you are retired or have income from other sources then proof of income should be submitted with your application form. If you need advice on what documents are acceptable please contact us.

We require current photo ID for each tenant making an application along with proof of your employment where applicable. Guarantors must also provide current photo ID along with proof of address ie: bank statement/utility bill dated within the previous 3 months of the tenant's application.

Information to Applicant cont.

CREDIT CHECKING

We will make enquiries with a Credit Reference Agency and search for County Court Judgements (CCJ's), payment defaults and bankruptcy proceedings.

We ask you to inform us of any derogatory information registered in your name.

We regret to inform you that should we find any derogatory information that has not been disclosed on your application then your application will be refused and any fees paid may be retained.

HOW LONG WILL THIS PROCESS TAKE?

We aim to complete our enquiries within 24-48 hours. Delays in the reference checking procedure are nearly always due to your referees not responding by return to the reference request.

HOW DO I FIND OUT IF I WAS ACCEPTED?

We will report back to you as soon as we have enough information available to allow effective risk analysis.

WHAT IF MY APPLICATION IS DECLINED?

It is unusual for an application to be declined in its entirety.

We may request additional security from you in the form of either a guarantor or enhanced deposit.

We may also suggest that you rent a property with a lower rental value.

FEES & CHARGES

Please note that a fee will be charged for any appointment(s) not kept by the tenant. The fee will be dependant on the costs incurred. Please refer to our fees and charges schedule.

Holding Deposit - The holding deposit secures the property while your references are processed. *£100 per applicant*

Deposit - This deposit is retained by McAllister Estate Agents or your landlord during the period of the tenancy to cover any damage or loss of rent. *Additional allowance required for pets (agreed by the landlord). *1 months rent*

Late / missed Appointment - This fee will be charged if the tenant arrives over 30 minutes late to an appointment or if an appointment is missed as stated in our terms and conditions. *£50.00**

Overpaid rent refund - A fee will be charged for refunding overpaid rent. The fee covers administration costs. *£25.00**

Landlord reference - This fee is applicable for each tenant who requires a landlord reference for future prospective landlords. *£25.00**

(Note: All the fees are inclusive of VAT unless otherwise stated.)

** Credit Cards and debit Cards can be accepted but may be subject to a fee. Please ask for details.*

NOTES

Use this section
to make useful notes:



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